

COPY

Memorandum of Agreement

between the

City of Chicopee

and

United Food And Commercial Workers Union-Local 1459 ADMINISTRATION

1. Contract Length: 3 years July 1, 2014 - June 30, 2017
2. Drug and Alcohol Testing: The Random Drug and Alcohol Testing Policy established between the City and Police Unions for Chicopee Police Officers is made a part hereof and incorporated herein and is to be a part of the Collective Bargaining Agreement.
3. Article 9 – Grievance Procedure: Delete from Step 1 “supervisor” and replace with “Department Head.” Tentative Agreement
4. Article 7 – Seniority:
 - a) Section 5A.4: Change 90 days to 30.
 - b) Section 5B.4: Change 90 days to 30.
5. Article 44 – Wages: Delete: Section 8 and insert language

A) In the event the City proposes substantive changes in a current Employee’s job description after the effective date of this Agreement, it shall it shall proposes a grade and step for said position. For the purposes of this section, a substantive change is one which adds qualitatively new duties to the job description. The parties shall promptly bargain in good faith regarding both the proposed changes and the pay grade and step assigned to said position. The Union shall have the right to appeal the grade and step assigned to the modified position in accordance with the grievance and arbitration procedure. Any such grievance shall be filed within twenty (20) calendar days of the conclusion of the bargaining described above. In any event as set forth above the arbitrator shall only have the authority to establish the appropriate grade and step for the current Employee’s new job description position.

B) If the position is vacant, that is no current Employee is in the position at the time the substantive changes are made, the City may establish the new job description and fill the same without bargaining with the Union as to any of the above matters, but it shall notify the Union, in writing, of the changes to the job description and the pay grade and step, if any, prior to the

effective date of the changes and the Union may grieve and arbitrate only the Grade assigned to the new description.

C) Where a position is newly created, as opposed to a modification of a current Employee's position, the City shall only be required to notify the Union in writing of the establishment of the position not less than 15 working days before the creation of the position. The Union may submit written suggested modifications during the said 15 day period and the Director of Human Resources shall consider any suggested modifications by the Union, and may meet with the Union to discuss them, if the said Director feels a meeting would be useful. All suggestions shall be submitted to the Director of Human Resources, in writing, within said 15 working days of the notification to the Union. At the end of the above time frame the City may establish the position, with or without any or all of the suggestions submitted by the Union. The Union shall have no right to appeal the grade and step assigned to the newly created position under the grievance and arbitration procedure.

8. Article 37 – Sick Leave: Add a new paragraph: “Where the appointing authority has reason to suspect that an Employee is abusing his sick leave for reasons including but not limited to a pattern of sick leave usage, activity of the Employee is inconsistent with the reason given for the sick leave usage, the appointing authority may require the employee to provide a detailed doctor’s statement of illness or may require the Employee be examined by a doctor hired by the City or employee may submit said statement from his/her own doctor instead.”
9. Article 7:
 - a) Section 5B.2: Add after “work” “Provided the bid is submitted within five (5) calendar days of the closing of the posting period.”
 - b) Section 5B.3 and 5C.3: Delete: “seniority” and add in place thereof “qualifications, job performance, evaluations and attendance and where all of these are equal, to the applicant with the most seniority.”
10. Article 16: Add: “Employee shall attend all safety related seminars and training sessions they are instructed to attend by the Department Head or Supervisor.

11. Article 18: Add: "Including assigning of work interchangeably between support staff (clerical staff) within the DPW divisions and the Water department."

12. Article 19: Delete: "Personnel Department" and insert in place thereof: "Human Resources Department of the bulletin board being used"

13. Article 31

NOTE: Change "NO" in the last line to "NOT".

14. Wage Proposal

Current proposal: FY 2015: Jan 2015 2% to the base;

FY 2016: July 1, 2015 2% to the base;

FY 2017: July 1, 2016 2% to the base;

FY 2015 means (July 1, 2014- June 30, 2015);

FY 2016 means (July 1, 2015- June 30, 2016);

FY 2017 means (July 1, 2016- June 30, 2017).

14A. Effective upon ratification, amend the step schedule as follows:

Add two (2) new steps to the beginning of the existing step schedule and each new step will be paid 2.00% less than the current (present) first step; for example a new hire on May 1, 2015 will start at 4.00% less than the current (present) first step.

14B. Effective July 1, 2015:

Add one (1) new step to the end of the then existing step schedule and add one additional step to the end of the schedule on July 1, 2016, each new step will be paid 2.00% more than the then top step.

15. City may reopen the CBA to discuss change in the health Insurance
16. Article 8 Union Business Section 2 add following "Seminar" in line 2 ", provided that the union will use its best efforts to see that only one Steward shall be granted said day off from a Department."
17. The City may require direct deposit of employment checks for each employee after not less than ten days advance notice.
18. Amend Sick Leave buy back Art 37 section 12 C and D by replacing "forty-five percent (45%)" and "thirty-five percent (35%)" with "ninety (90%)".
19. Revise the Art. 41 Clothing Allowance as set forth in the attachment, by using the proper job titles and changing title from "Clothing Allowance" to "Boot and Clothing Allowance" and amend Section 2 by:

- a) adding after "clothing in line 1 "and boot"
- b) by deleting in line 2 "(retroactive to July 1, 2012)"
- c) deleting Waste Collection Inspector, position no longer exists
- d) adding 1. "CMG Operations Manager," (it was the central maintenance garage department head) 2. "DPW Environmental Coordinator" and 3. "Lab Technician- WWT",
- c) renaming "Assistant Supervisor – Motor Equipment" to "CMG Motor Equipment Repairperson/Shop Foreman".

Note: Public Health Nurse currently listed for full allowance but receives only \$250 of the full \$400. Should be corrected to state she receives \$400.00.

Delete duplication of payments for clothing and boots by deleting from the positions listed in Section 5: Sealer of Weights and Measures, General Foreman (DPW Highway), General Foreman (DPW Parks), General Foreman (DPW Sanitation) Maintenance Technician (Fire Department) and Assistant Superintendent- Motor Equipment (CMG) and

Adding Sr. Engineering Aide (Eng), meter readers (4) and Lab Tech (WWT).

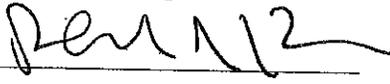
Fire tech to have tool allowance increased to \$650.

Meet with the Union to discuss renaming the positions Art 41 section 5

Subject to appropriation by the City Council.

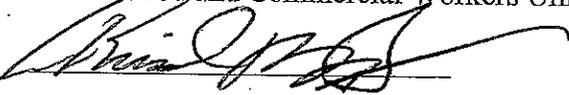
Executed as sealed instrument this 27 day of April, 2015.

The City of Chicopee.



By Richard Kos, Mayor

United Food and Commercial Workers Union Local 1459 ADMINISTRATION



By its President

Sec. Treas.

LAW dept.

 4/30/15
Christine M. Pkula
Approved as to Form